



REPUBLIC OF THE PHILIPPINES
PHILIPPINE COAST GUARD

139 25th Street, South Harbor, Port Area, 1018 Manila

PHILIPPINE BIDDING DOCUMENTS

**EARLY PROCUREMENT ACTIVITY FOR THE
SUPPLY AND DELIVERY OF FUEL, OIL &
LUBRICANTS FOR CY-2024**

GOODS

Government of the Republic of the
Philippines

Sixth Edition

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and

other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
PHILIPPINE COAST GUARD

139 25th Street, South Harbor, Port Area, 1018 Manila

INVITATION TO BID FOR

**EARLY PROCUREMENT ACTIVITY FOR THE SUPPLY AND DELIVERY
OF FUEL, OIL & LUBRICANTS FOR CY-2024**

1. The ***Philippine Coast Guard***, through the ***National Expenditure Program (NEP) for CY-2024*** intends to apply the sum of **One Billion Seven Hundred Eighty-Three Million Three Hundred Seventy-Nine Thousand Pesos (Php1,783,379,000.00)** being the ABC to payments under the contract for the ***Early Procurement Activity of the Supply and Delivery of Fuel Oil and Lubricants***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***Philippine Coast Guard*** now invites bids for the above Procurement Project. Delivery of the Goods is required in accordance with Section VI (Schedule of Requirements) of this Bidding Documents commencing from the date of receipt of the Notice to Proceed (NTP). Bidders should have completed, within (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the *Coast Guard Procurement Service* and inspect the Bidding Documents at the address given below during **8:00 AM – 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 07, 2023 until November 28, 2023** from the given address and website below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Seventy-Five Thousand Pesos (Php 75,000.00)*.
6. The ***Philippine Coast Guard*** will hold a Pre-Bid Conference on **November 15, 2023, 1:00 PM**, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through *manual submission* at the address below on or before **November 28, 2023, 1:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 28, 2023, 1:00 PM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders shall bear all costs associated with the preparation and submission of their bids, and the *Philippine Coast Guard* will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidders should note that the *Philippine Coast Guard* will accept bids only from those that have paid the applicable fee for the Bidding Documents.

The *Philippine Coast Guard* assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.

In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

- a) In alphabetical order, the bidders shall pick one rolled paper.
 - b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.
11. The ***Philippine Coast Guard*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 12. For further information, please refer to:

Commander, Coast Guard Procurement Service
 Coast Guard Procurement Service
 1st Floor, Myers Building Cor. Roberto S Oca and Antonio C Delgado St., Port Area, 1018 Manila
 Email Address: **procurement@coastguard.gov.ph**
 Contact Number: 0956-578-7067/ (02) 527-8481 loc 6281/ 6282

CG COMMO JOEVEN L FABUL
BAC Chairman

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity named in the **BDS** wishes to receive Bids for the Supply and Delivery of the Goods as described in Section VII (Technical Specification).

The details of this Procurement Project (referred to herein as “Project”) are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of **One Billion Seven Hundred Eighty-Three Million Three Hundred Seventy-Nine Thousand Pesos (Php1,783,379,000.00)**.

2.2. The source of funding is **the National Expenditure Program (NEP) for CY 2024**.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract **completed within the last three (3) years** that is similar to this Project, **equivalent to at least twenty-five percent (25%) of the ABC** or at least amounting to **Four Hundred Forty Five Million Eight Hundred Forty Four Thousand Seven Hundred Pesos (Php 445,844,750.00)**.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that **Subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within relevant period as provided in paragraph 2 of the **IB** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

- iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until One Hundred Twenty (120) calendar days from the date of the opening of bid. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an

electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

Early Procurement Activity for the Supply and Delivery of Fuel, Oil and Lubricants for
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- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Early Procurement Activity for the Supply and Delivery of Fuel, Oil and Lubricants for
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Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Any Supply and delivery of Petroleum, Oil and Lubricant Products b. Completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
7.1	No portion of the contract shall be subcontracted.
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than two percent (2%) of the ABC or amounting to at least Thirty-Five Million Six Hundred Sixty-Seven Thousand Five Hundred Eighty Pesos Only (Php 35,667,580.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five percent (5%) of the ABC or amounting to at least Eighty-Nine Million One Hundred Sixty-Eight Thousand Nine Hundred Fifty Pesos (Php89,168,950.00) if bid security is in Surety Bond.
19.3	Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.2	The product supplier should be compliant with Republic Act 9367 otherwise known as Biofuels Act of 2006.
21.2	In addition to the submission of a Performance Security in any allowable forms enumerated under Section 39.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, the winning supplier shall also submit within ten (10) calendar days from receipt of the Notice to Proceed but in no case later than contract signing, a <i>Certificate of Non-Pending against the GOP</i>

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered in accordance with the terms specified in Section VII (Technical Specification). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p>

	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Not Applicable
4	<p>The inspections and tests that will be conducted is:</p> <p>In conformity to technical specifications at no extra cost to the Procuring Entity¹.</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

which is the date of delivery to the project site.				
Nr	Product	ABC	Php1,783,379,000.00	Delivered, Weeks/Months
		Quantity	UOM	
FUEL				The term of the contract shall be for a period of one (1) year or after the total contract amount has been fully consumed, whichever comes first, commencing from the date of receipt of the Notice to Proceed. Staggered Delivery of the required fuels and/or lubes. Delivery of the required fuels and/or lubes shall be within twenty-four (24) hours from receipt of the written notice to supply and deliver.
1.	Automotive Diesel Oil	12,424,180	Liters	
2.	Gasoline (95 Octane)	2,154,000	Liters	
3.	Gasoline (91 Octane)	630,000	Liters	
4.	Aviation Gasoline (ASTM D910-99)	50,000	Liters	
5.	Aviation Gasoline (ASTM D910-99)	1,880	Drums	
6.	Jet A-1 (ASTM D1655-01)	100,000	Liters	
7.	Jet A-1 (ASTM D1655-01)	1,880	Drums	
OIL AND LUBRICANTS FOR AIR ASSETS				
8.	Aviation Oil	12	Drums	
9.	Turbo Oil 2380	120	Ctns (24x250ml)	
OIL AND LUBRICANTS FOR LAND ASSETS				
10.	Motor Oil (SAE-20W50)	3,000	Ctns (12x1L)	
11.	Motor Oil (SAE 40)	3,000	Ctns (12x1L)	
12.	Brake Fluid (Federal Motor Vehicle Safety Standard 116 and DOT-3 Synthetic Fluid)	30	Ctns (12x1L)	
13.	Brake Fluid (Federal Motor Vehicle Safety Standard 116 and DOT-3 Synthetic Fluid.	30	Ctns (24x250mL)	
14.	PCHEM DEF	1,600	Pails	
OIL AND LUBRICANTS FOR FLOATING ASSETS				
15	SAE 15W40	1,200	Drums	-do-

Early Procurement Activity for the Supply and Delivery of Fuel Oil and Lubricants for CY-2024

16	SAE-40	1,200	Drums	-do-
17	Marine Grade (HF 1040)	1,200	Drums	-do-
18	Engine Coolant	1,000	Pails	-do-
19	OBM LUBES	1,000	Ctns (24x1L)	
20	Gear Oil SAE-90	1,600	Pails	-do-
21	Hydraulic Oil AW-22	1,600	Pails	-do-
22	Hydraulic Oil AW-68	1,600	Pails	-do-
23	Hydraulic Oil T-32	1,600	Pails	-do-
24	Hydraulic Oil T-46	1,600	Pails	-do-
25	Hydraulic Oil AW-46	1,600	Pails	-do-
26	Grease MP3	1,600	Pails	-do-
27	Molygrease EP 2	1,600	Pails	-do-
28	Molygrease Premium	1,600	Pails	-do-
29	Hydraulic Oil R-100	1,600	Pails	-do-
30	Hydraulic Oil R-32	1,600	Pails	-do-
31	Hydraulic Oil T-68	1,600	Pails	-do-
32	Hydraulic Oil AW-100	1,600	Pails	-do-
33	Hydraulic Oil AW-32	1,600	Pails	-do-
34	ISO EP-220	1,600	Pails	-do-
35	JIS K2001 (ISO EP-150)	1,600	Pails	-do-
36	Gear Oil SAE-90 API GL-5	1,600	Pails	-do-
37	SAE 5W-30	800	Ctns (6x4L)	-do-

Section VII. Technical Specification

Technical Specifications

1. TECHNICAL SPECIFICATIONS

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.

Individual and under the Order of Supplier liable for presentation.				
Nr	Product	ABC	Php1,783,379,000.00	Statement of Compliance
		Quantity	UOM	
FUEL				
1.	Automotive Diesel Oil	12,424,180	Liters	
2.	Gasoline (95 Octane)	2,154,000	Liters	
3.	Gasoline (91 Octane)	630,000	Liters	
4.	Aviation Gasoline (ASTM D910-99)	50,000	Liters	
5.	Aviation Gasoline (ASTM D910-99)	1,880	Drums	
6.	Jet A-1 (ASTM D1655-01)	100,000	Liters	
7.	Jet A-1 (ASTM D1655-01)	1,880	Drums	
OIL AND LUBRICANTS FOR AIR ASSETS				
8.	Aviation Oil	12	Drums	
9.	Turbo Oil 2380	120	Ctns (24x250ml)	
OIL AND LUBRICANTS FOR LAND ASSETS				
10.	Motor Oil (SAE-20W50)	3,000	Ctns (12x1L)	
11.	Motor Oil (SAE 40)	3,000	Ctns (12x1L)	
	Brake Fluid (Federal Motor Vehicle Safety Standard 116 and DOT-3 Synthetic Fluid)	30	Ctns(12x1L)	
12.				
	Brake Fluid (Federal Motor Vehicle Safety Standard 116 and DOT-3 Synthetic Fluid.	30	Ctns(24x250mL)	
13.				

14.	PCHEM DEF	1,600	Pails	
OIL AND LUBRICANTS FOR FLOATING ASSETS				
15	SAE 15W40	1,200	Drums	
16	SAE-40	1,200	Drums	
17	Marine Grade (HF 1040)	1,200	Drums	
18	Engine Coolant	1,000	Pails	
19	OBM LUBES	1,000	Ctns (24x1L)	
20	Gear Oil SAE-90	1,600	Pails	
21	Hydraulic Oil AW-22	1,600	Pails	
22	Hydraulic Oil AW-68	1,600	Pails	
23	Hydraulic Oil T-32	1,600	Pails	
24	Hydraulic Oil T-46	1,600	Pails	
25	Hydraulic Oil AW-46	1,600	Pails	
26	Grease MP3	1,600	Pails	
27	Molygrease EP 2	1,600	Pails	
28	Molygrease Premium	1,600	Pails	
29	Hydraulic Oil R-100	1,600	Pails	
30	Hydraulic Oil R-32	1,600	Pails	
31	Hydraulic Oil T-68	1,600	Pails	
32	Hydraulic Oil AW-100	1,600	Pails	
33	Hydraulic Oil AW-32	1,600	Pails	
34	ISO EP-220	1,600	Pails	
35	JIS K2001 (ISO EP-150)	1,600	Pails	
36	Gear Oil SAE-90 API GL-5	1,600	Pails	
37	SAE 5W-30	800	Ctns (6x4L)	
<i>Requirement/s if declared as Lowest/Single Calculated Bids</i>				
1. The financial offer/contract price for Supply and Delivery of FOL shall be equivalent to One Billion Seven Hundred Eighty-Three Million Three Hundred Seventy-Nine Thousand Pesos (Php1,783,379,000.00).				
2. The product supplier shall deliver the FOL products either in drums, bulk, or other packaging through Delivery Advice (DA), without the need of demand, with the allowable lead time of twenty-four (24) hours to forty-eight (48) hours from the receipt of the order and shall deliver the FOL requirements to the nearest gasoline				

station within the area of responsibility of the following PCG unit's address:

2.1 National Headquarters Philippine Coast Guard

☐ 139 25th Street, Port Area, Manila

2.2 Coast Guard District National Capital Region – Central Luzon

☐ Muelle Dela Industria Farola Compound, Binondo, Manila, Metro Manila

2.3 Coast Guard District Central Visayas

☐ Arellano Boulevard, Cebu City

2.4 Coast Guard District South Western Mindanao

☐ Naval Station, Romulo Espaldon, Bagong Calarian, Zamboanga City

2.5 Coast Guard District Palawan

☐ Brgy. Liwanag Port Area, Puerto Princesa City

2.6 Coast Guard District Southern Tagalog

☐ PPA Compound Sta. Clara, Batangas City

2.7 Coast Guard District Western Visayas

☐ Zone 2, Bo. Obrero, Iloilo City

2.8 Coast Guard District North Western Luzon

☐ Poro Point, San Fernando City, La Union

2.9 Coast Guard District Southeastern Mindanao

☐ KM 11 Sasa, Davao City

2.10 Coast Guard District Bicol

☐ Pier Site, Legaspi City

2.11 Coast Guard District Northern Mindanao

☐ 1280 Corrales Extension, Macabalan, Cagayan De Oro City

2.12 Coast Guard District Eastern Visayas

☐ Ebony Street, Port Area City, Leyte

2.13 Coast Guard District Northeastern Luzon

☐ Caritan Highway, Caritan Centro, Tuguegarao City, Cagayan

2.14 Coast Guard District Northeastern Mindanao

☐ Boromeo Street, Brgy. Taft, Surigao City

2.15 Coast Guard District Southern Mindanao

☐ Makar Wharf, Brgy. Labangal, General Santos City

2.16 Coast Guard District Bangsamoro Autonomous Region in Muslim Mindanao

<p align="center">□ No. 10 Rajah Tabunaway Blvd., Cotabato City</p>
<p>3. The supplier shall have the following:</p> <ul style="list-style-type: none"> A. Bulk Plant/Depot and Terminals, Service Stations, Sales Offices that positioned strategically all over the country that could service PCG's requirements; B. A minimum of 1,100 gasoline stations all over the country and shall ensure the availability of FOL to the mobile units of PCG; C. Capability to deliver FOL products to PCG Floating Assets based on the address reflected in the PCG's written request order using its owned and/or contracted transportation units at their own expense for the entire contract duration; D. Capability to deliver aviation products in remote areas including but not limited to Tuguegarao, Roxas, Laguindingan, Surigao and Caticlan; E. Aviation facilities strategically located nationwide and should also have into plane (ITP) and drumming capability; and F. Refiling stations/facility for JET A-1 fuel in drums in its major depots or plant located in Luzon, Visayas and Mindanao.
<p>4. The supplier should have product testing capability/technical capacity before the use of the fuel, oil, and lubricants in order to attest that same are safe and will not damage PCG assets/equipment; and the product supplier should also provide Field Technical Support/After Sales Service.</p>
<p>5. Upon delivery of GOODS to the identified bulk plants through DA, the supplier shall:</p> <ul style="list-style-type: none"> A. Present to the PCG the Original Invoice (or delivery document) covering the particular delivery for PCG's signature acknowledging receipt of the delivery, and provide PCG duplicate copy of the same; B. Notify the PCG and present the Original and Three (3) copies of the Supplier's invoice showing GOODS' description, quantity, unit price, and total amount, with the unit price clearly indicating the Discounts, Delivery Cost and EVAT used for such delivery to the PCG; and <p>The Original Copy of the invoice/ delivery document shall be retained by the delivering party for submission to Supplier's Main Office for the billing purposes and be transmitted to the PCG's Office together with all required supporting documents.</p>
<p>6. Payment shall be made within Ninety (90) calendar days from the date of receipt of the billing statement/(SOA) inclusive of thirty (30) calendar days grace period for processing of payment.</p>

<p>7. Wholesale Price (WP) Index shall be used in the procurement of the following products:</p> <p>A. Premium, Unleaded or Regular Gasoline; B. Automotive Diesel Oil; C. Jet-A-1; D. AVGAS; and E. Aviation Fuel Additives.</p>
<p>8. The supplier shall be capable to deliver fuel/lubes during emergency situation such as search and rescue, natural or manmade disaster, calamity, involving National security and among others. In addition, the supplier shall be able to deliver FOL products in Saturdays, Sundays and Holidays.</p>
<p>9. During the implementation of the contract, the PCG may increase or decrease the volume/quantity of FOL requirements in certain areas of operations or delivery points, in times of emergency or if National security requires, provided that the total increase in the volume/ quantity of the FOL requirements shall not exceed the total contract price.</p>
<p>10. The supplier should own and operate a lube oil blending plant to ensure the steady supply and availability of lube oils.</p>
<p>11. Supplier, at their expense, shall provide training and seminar package in the handling, safety and any other related training to the operation of FOL stations at least twice a year or as requested by the PCG. This shall include incidental activities in the pursuance of the training/seminar.</p>
<p>12. Quantity of FOL products are estimates only. Actual consumption of the FOL requirements shall be for a period of one (1) year or until the total contract price has been exhausted, which quantity may be less than, equal to or more than the above quantity.</p> <p>PCG is not obligated to purchase the above quantity/consume the entire contract amount for the duration of the contract.</p> <p>If during contract implementation, the total contract price for the project would have been consumed notwithstanding that the requirements were not fully delivered in the units/ volume contemplated, no further order and payments shall be made.</p>
<p>13. The winning supplier shall provide rebates equivalent to at least five percent (5%) of the total contract price, which shall be applied and accumulated within the contract duration of One (1) year or until the total contract price has been fully exhausted.</p> <p>PCG and the winning supplier shall execute a separate agreement for the details and implementation of the selected option of the PCG using the aforesaid rebates.</p>
<p>14. Payment Terms and Conditions:</p> <p>The terms and conditions of payment shall be as follows:</p> <p><input type="checkbox"/> No advance payment shall be allowed</p> <p><input type="checkbox"/> The amount of the fuel, oil and lubricant requirements to be paid by PCG actually delivered by the winning supplier and duly received by PCG shall be based on the following schedule in accordance with Section 7.4.1 of the Revised Guidelines on the Procurement of Petroleum, Oil and Lubricant</p>

(POL) Products, as amended by Government Procurement Policy Board (GPPB) Resolution No. 26 – 2019 dated 30 October 2019 using the Wholesale Price (WP) Index-Based Pricing, detailed as follows:

“The bid price, less the discounts offered, if any, plus or minus the weekly price adjustments duly posted by the Oil Industry Management Bureau (OIMB) of the Department of Energy (DOE) in its Price Watch / Price Adjustments / Fuel page in the DOE’s website, and the delivery cost stated in the contract, at the date of actual delivery [Payment = (bid price – discounts) +/- (DOE) weekly price adjustments for gasoline and diesel)+ (delivery cost or DC)]”

- ☐ The winning supplier shall allow PCG to deduct applicable withholding taxes and Value Added Tax (VAT) from the monthly billing as required by pertinent tax laws and other issuances of the Bureau of Internal Revenue (BIR).
- ☐ Payment shall only be made to actual purchase of FOL products for the duration of the contract but not to exceed the total Contract Price for the project.
- ☐ For purposes of payment, the bid price, delivery cost and other incidental services stated in the contract shall be fixed from the time of the bidding through the term of the contract.
- ☐ The winning supplier will provide a detailed price adjustment for the FOL requirements actually delivered, as part of its billing (weekly price adjustments using WP index pricing), together with its certification under oath that the supplier’s price adjustments are those reported and duly posted at the DOE’s website for products.

15. PCG has the Option to request the supply and delivery of Automotive Diesel Oil, Gasoline (95 Octane and 91 Octane), and Lubricants using Fleet Cards.

To fully implement the use of fleet cards, the supplier should have a readily available automated card system of withdrawing Automotive Diesel Oil, Gasoline (95 Octane and 91 Octane) and Lubricants through Fleet Cards at fleet-capable stations nationwide to meet the FOL requirements during emergency missions of the HPCG, Districts, Major Units, CG Stations, CG Sub-stations and other land, water and air assets when there is no other means to supply and deliver the aforesaid requirements.

16. Said readily available fleet card technology system services with the following characteristics:

A. Fleet Card Security

- i. Fleet Card system should be protected from hacking, fraud, unauthorized use, transaction tampering, illegal cloning, copying or counterfeiting and accidental deletion of fleet card records.
- ii. Safeguards, should be in place in the fleet card technology system that does not allow the double entry or multiple billings of a single transaction. If the occurrence of the double entry or multiple entries of a single transaction as

reflected in the billing statement is more than three (3) times within the duration of the contract, this will be a ground for termination of the contract.

- iii. Can be deactivated and reactivated upon request.
- iv. The fleet card system should have a web-based program for data tracking or monitoring showing PROCURING ENTITY's detailed and summarized transactions.

B. Fleet Card Acceptability

- i. The card should be accepted in all fleet card sites.

C. Fleet Card Use Customization

- i. Card use can be restricted as to product types
- ii. Card use can be restricted as to vehicle, user, and/or user-vehicle
- iii. Should have flexible and user pre-defined purchase limits such as, but not limited to:
 - a) Monthly Limit, can be in peso or in liter;
 - b) Daily Limit, can be in peso or in liter;
 - c) Transaction Limit, in peso; and
 - d) Frequency per day.

D. Fleet Card Invoicing and Billing

- i. Cashless purchase of fuel products;
- ii. The supplier should issue proof of purchase for every transaction;
- iii. Billing system should be computer generated;
- iv. Billings/statements of accounts (SOA) shall be sent to PCG through courier services or hand-carried by the SUPPLIER, and e-mail the soft copies after the cut-off period/end of the Month;
- v. All details in the SOA should be complete and accurate;
- vi. Single billing/invoice system per month, with detailed information, such as, but not limited to:
 - a. Grand total for all offices/cost center;
 - b. Sub-total per office/cost center;
 - c. Quantity of fuel purchased per transaction;
 - d. Amount of fuel per liter per transaction.

E. Fees and Charges

- i. Annual fees, joining fees and membership fees shall be free/waived**

F. Fuel Supply

- i. Supply of fuel should be available at all times at all its fleet card sites for the duration of the contract**
- ii. In case of force majeure wherein usage of fleet card suddenly becomes unavailable, the supply and delivery of fuel shall still continue using manual receipt and shall be charged in the fleet card upon restoration of fleet card facility.**

G. Availability and Use of Fleet Card

- i. The cards must be ready for use upon delivery;**
- ii. Issuance of new fleet cards and replacement must be delivered within fifteen (15) calendar days upon request. Furthermore, defective fleet cards must be replaced and delivered within fifteen (15) calendar days upon request;**
- iii. The supply and purchase of gasoline and diesel shall commence upon receipt of the ready-to-use fleet cards;**
- iv. Additional cards, in case of increase in credit limit, must be delivered within fifteen (15) calendar days upon request;**
- v. All cards shall be delivered at PCG's Main Office at the National Headquarters-Philippine Coast Guard, 139 25th Street, Port Area, Manila;**

H. Payment Terms through Fleet Card

- i. The amount per liter of fuel should be clearly readable from the fuel dispensing machine, noticeably visible to the public and conspicuously displayed at the fleet card site where purchase was made;**
- ii. The amount per liter should be within the prevailing market prices as published in the Department of Energy (DOE) website;**
- iii. Payment shall be made within sixty (60) calendar days from the date of receipt of the consolidated monthly billing statement/SOA or per PCG's office/site billing as the case maybe.**
- iv. SUPPLIER shall allow the PCG to deduct the applicable withholding tax form monthly billing as required by pertinent tax laws.**

I. Other Terms and Condition on the Use of Fleet Card

- i. SUPPLIER's terms and conditions governing the issuance of fleet card will apply, provided that it will not be contrary to above terms of reference of the PCG.**
- ii. Payment shall only be made to actual purchase of gasoline and diesel for the duration of the contract but not to exceed the Contract Price for the**

project;

iii. The inspection/s and test/s that will be conducted are:

a. Card Functionality Test;

b. Security Test:

b.1. PIN feature (if applicable);

b.2. Deactivation and Reactivation of Card;

b.3. Web-based access for authorized personnel; and

b.4. System test.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes (first envelope is for technical component; second envelope is for financial component). Both envelopes shall be packaged and contained in one sealed main envelope.

Bidders shall submit a total of five (5) main envelopes. However, failure of the Bidders to submit additional envelopes shall not be a ground for disqualification.

All envelopes shall:

- a. contain the name of the contract to be bid in capital letters;

PHILIPPINE COAST GUARD HEADQUARTERS

- b. bear the name and address of the Bidder in capital letters;
- c. be addressed to PCG's BAC with the following details:

BIDS AND AWARDS COMMITTEE (BAC) – NATIONAL HEADQUARTERS

- d. bear the specific identification of this bidding process: ITB No. **2023-015**; and
- e. bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.

A sample diagram of the sealing and marking of Bid Envelopes is provided under Section IX (Bidding Forms).

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ a) Valid and updated Philippine Government Electronic Procurement System (PhilGEPS) Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the 2016 Revised IRR of RA No. 9184, provided that all of the eligibility documents submitted to PhilGEPS are maintained and updated in accordance with GPPB Resolution No. 15-2021;

The PhilGEPS Certificate of Platinum Registration and Membership in accordance with Section 8.5.2 of the 2016 revised IRR of RA No. 9184 shall contain the following caveat to reflect that through the submission of

said Certificate, the Bidder certifies:

- a) the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted;**
- b) the veracity of the statements and information contained therein;**
- c) that the Certificate is not a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding nor is it evidence that the same has passed the post-qualification stage; and**
- d) that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification of the Bidder from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.**

It shall likewise state that for the purpose of updating the said Certificate, all Class “A” Eligibility Documents covered by Section 8.5.2 of the 2016 revised IRR of RA No. 9184 supporting the veracity, authenticity and validity of the Certificate shall remain current and updated, and that failure by the prospective bidder to update its Certificate with the current and updated Class “A” Eligibility Documents covered by the afore-cited Section of the same IRR shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class “A” Eligibility Documents has been updated.

A printed version of the valid and updated PhilGEPS Certificate of Platinum Registration and Membership shall constitute compliance and need not be stamped with “Certified True Copy”. However, the authenticity and validity of the submitted PhilGEPS Certificate of Platinum Registration and Membership of the SCB/LCB shall be verified during the conduct of Post-Qualification.

During the conduct of post-qualification, the SCRB/LCRB shall be requested to submit the following:

- 1. Securities and Exchange Commission (SEC) Registration Certificate for corporations, partnerships and/or joint ventures, Department of Trade and Industry (DTI) Registration Certificate for sole proprietorship, or Cooperative Development Authority (CDA) Registration Certificate for cooperatives;**
- 2. Valid Mayor’s or Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.**
- 3. Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); AND**

4. Latest AFS stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of Bids.

Technical Documents

- ☐ b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.

The Statement of all On-going Government and Private Contracts shall indicate for each contract, the following:

- ☐ name of the contract;
- ☐ date of the contract;
- ☐ contract duration;
- ☐ owner’s name and address;
- ☐ kinds of goods;
- ☐ amount of contract and value of outstanding contracts;
- ☐ date of delivery (please state estimated date of delivery)

- ☐ c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;

The statement identifying the Single Largest Completed Contract (SLCC) shall indicate for each contract, the following:

- (a) name of the contract;
- (b) date of the contract;
- (c) contract duration;
- (d) owner’s name and address;
- (e) kinds of goods;
- (f) amount of completed contracts, adjusted by the bidder to current prices using PSA’s consumer price index, if necessary for purposes of meeting the SLCC requirement;
- (h) date of delivery (actual date of delivery for the single largest completed contract); and
- (i) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, which shall be attached to the statement of SLCC.

The bidder’s SLCC similar to the contract to be bid shall be equivalent to at least twenty five percent (25%) of the ABC or amounting to at least Four Hundred Forty Five Million Eight Hundred Forty Four Thousand Seven Hundred Pesos (PhP 445,844,750.00) and should have been completed within

three (3) years prior to the deadline for the submission and receipt of bids.

During the conduct of post-qualification, bidders are required to attach the entire set of the Contract, Purchase Order or Memorandum of Agreement to the Statement Identifying the SLCC.

Bidders are also required to Include in the aforesaid Statement of All On-going Government and Private Contracts and Statement Identifying the SLCC the following information:

- a) Contact Person; and
 - b) Contact Details (telephone/fax/cellphone number and/or email address)
- ☐ d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission. The Bid Security shall be in any of the following prescribed forms and amounts:
- ☐ The amount of not less than two percent (2%) of ABC or PhP35,667,580.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; or
 - ☐ The amount of not less than five percent (5%) of ABC or PhP89,168,950.00 if bid security is in Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project;

OR;

Original copy of Notarized Bid Securing Declaration (BSD);

- ☐ e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- ☐ f) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Special Power of Attorney for sole proprietorships, Notarized Secretary's Certificate/Board Partnership Resolution in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Reminder: If the prospective bidder's representative who will attend the Submission, Receipt, Opening and Preliminary Examination of Bids is

different from the authorized representative to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, then the prospective bidder can include the name/s of said representative in the above-mentioned proofs of authorization (*e.g., original copy of the duly notarized Secretary's Certificate for corporations, Board/Partnership Resolution for partnerships, corporations, and/or joint ventures or an original copy of the Special Power of Attorney for sole proprietorships, whichever is applicable*)

Financial Documents

- g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

Bidders must submit a computation of its NFCC, which must be at least equal to the sum of the ABC to be bid.

The minimum amount of the NFCC computation is at least One Billion Seven Hundred Eighty-Three Million Three Hundred Seventy-Nine Thousand Pesos (PhP1,783,379,000.00).

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

OR;

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the total ABC to be bid if issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

The amount of the committed line of credit must be at least in the total amount of One Hundred Seventy-Eight Million Three Hundred Thirty-

Seven Thousand Nine Hundred Pesos (Php 178,337,900.00).

Class “B” Documents

- h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence OR duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

Each partner of the joint venture shall submit their respective valid and updated PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided*, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

II. FINANCIAL COMPONENT ENVELOPE

- i) Original of duly signed and accomplished Financial Bid Form; and
j) Original of duly signed and accomplished Price Schedule(s).

All financial bids (unit and total prices) shall be rounded off up to two (2) decimal places.

ADDITIONAL REQUIREMENTS TO BE COMPLIED BY THE WINNING SUPPLIER:

Within ten (10) calendar days from receipt of the Notice of Award (NOA), the winning supplier shall submit a Performance Security in accordance with the following schedule pursuant to Section 39 of the 2016 Revised IRR of R.A. 9184 which shall be denominated in Philippine Pesos, posted in favor of the Philippine Coast Guard and shall remain valid until issuance by the Philippine Coast Guard of the Certificate of Final Acceptance, to wit:

a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;	c) Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the
b) Bank draft/ guarantee or irrevocable	

<p>letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</p> <p>[at least Two Percent (5%) of the Contract Price]</p>	<p>project</p> <p>[at least Thirty Percent (30%) of the Contract Price]</p>
--	---

The end-user or implementing units shall be responsible in monitoring the validity of the performance security.

Section IX. Bidding Forms

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BID FORM

Date : _____

Project Identification No. _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:]

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address	Amount and Purpose of agent	Currency, Commission or gratuity

(if none, state "None") /

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity:

Signature: _____








Duly authorized to sign the Bid for and behalf of: _____


















Date: _____

For Goods Offered From Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

Kindly supply the required information in the spaces provided. Do not forget to indicate the “Country of Origin” of the goods offered.
Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.

Name of Bidder _____ . Invitation to Bid Number . Page _____ of _____.

Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
	Automotive Diesel Oil		12,424,180 L					
	Gasoline (95 Octane)		2,154,000 L					
	Gasoline (91 Octane)		630,000 L					
	Aviation Gasoline (ASTM D910-99)		50,000 L					
	Aviation Gasoline (ASTM D910-99)		1,880 Drums					
	Jet A-1 (ASTM D1655-01)		100,000 L					
	Jet A-1		1,880 Drums					

















	(ASTM D1655-01)							
	Aviation Oil		12 Drums					
	Turbo Oil 2380		120 Ctns (24x250mL)					
	Motor Oil (SAE-20W50)		3,000Ctns (12x1L)					
	Motor Oil (SAE 40)		3,000 Ctns (12x1L)					
	Brake Fluid (Federal Motor Vehicle Safety Standard 116 and DOT-3 Synthetic Fluid)		3,000 Ctns (12x1L)					
	Brake Fluid (Federal Motor Vehicle Safety Standard 116 and DOT-3 Synthetic Fluid.		3,000 Ctns (24x250mL)					
	PCHEM DEF		1,600 Pails					
	SAE 15W40		1,200 Drums					
	SAE-40		1,200 Drums					
	Marine Grade (HF 1040)		1,200 Drums					
	Engine Coolant		1,200 Pails					
	OBM LUBES		1,000 Ctns (24x1L)					
	Gear Oil SAE-90		1,600 Pails					
	Hydraulic Oil AW-22		1,600 Pails					
	Hydraulic Oil AW-68		1,600 Pails					
	Hydraulic Oil T-32		1,600 Pails					
	Hydraulic Oil T-46		1,600 Pails					

For Goods Offered From Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Kindly supply the required information in the spaces provided. Do not forget to indicate the “Country of Origin” of the goods offered. Prospective bidders have the option to indicate the appropriate amount, “0” or “Not Applicable (N/A)” for columns 6, 7 and 8. Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.

Name of Bidder _____ . Invitation to Bid Number . Page _____ of _____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

						item			
	Automotive Diesel Oil		12,424,180 L						
	Gasoline (95 Octane)		2,154,000 L						
	Gasoline (91 Octane)		630,000 L						
	Aviation Gasoline (ASTM D910-99)		50,000 L						
	Aviation Gasoline (ASTM D910-99)		1,880 Drums						
	Jet A-1 (ASTM D1655-01)		100,000 L						
	Jet A-1 (ASTM D1655-01)		1,880 Drums						
	Aviation Oil		12 Drums						
	Turbo Oil 2380		120 Ctns (24x250mL)						
	Motor Oil (SAE-20W50)		3,000Ctns (12x1L)						
	Motor Oil (SAE 40)		3,000 Ctns (12x1L)						
	Brake Fluid (Federal Motor Vehicle Safety Standard 116 and DOT-3 Synthetic Fluid)		3,000 Ctns (12x1L)						
	Brake Fluid (Federal Motor Vehicle Safety Standard 116 and DOT-3 Synthetic Fluid.		3,000 Ctns (24x250mL)						
	PCHEM DEF		1,600 Pails						
	SAE 15W40		1,200 Drums						
	SAE-40		1,200 Drums						

									
	Marine Grade (HF 1040)		1,200 Drums						
	Engine Coolant		1,200 Pails						
	OBM LUBES		1,000Ctns (24x1L)						
	Gear Oil SAE-90		1,600 Pails						
	Hydraulic Oil AW-22		1,600 Pails						
	Hydraulic Oil AW-68		1,600 Pails						
	Hydraulic Oil T-32		1,600 Pails						
	Hydraulic Oil T-46		1,600 Pails						
	Hydraulic Oil AW-46		1,600 Pails						
	Grease MP3		1,600 Pails						
	Molygrease EP 2		1,600 Pails						
	Molygrease Premium		1,600 Pails						
	Hydraulic Oil R-100		1,600 Pails						
	Hydraulic Oil R-32		1,600 Pails						
	Hydraulic Oil T-68		1,600 Pails						
	Hydraulic Oil AW-100		1,600 Pails						
	Hydraulic Oil AW-32		1,600 Pails						
	ISO EP-220		1,600 Pails						
	JIS K2001 (ISO EP-150)		1,600 Pails						
	Gear Oil SAE-90 API GL-5		1,600 Pails						
	SAE 5W-30		Ctns (6x4L)						

[Signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)]

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)

***BIDDERS SHALL NOT ALTER THIS FORM**

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.**
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:**

i. Philippine Bidding Documents (PBDs);

- i. Schedule of Requirements;**
- ii. Technical Specifications;**
- iii. General and Special Conditions of Contract; and**
- iv. Supplemental or Bid Bulletins, if any**

- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;**

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- iii. Performance Security;**

- iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and**

- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders,**

and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.**
- 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in City of _____, Philippines, this
day of _____, 20____, personally appeared:

NAME	ID ISSUED AT/ON
------	-----------------

_____	_____
-------	-------

known to me and known to be the same person who execute the foregoing instrument consisting of _____ (____) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *Select one, delete the other:*

If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. *Select one, delete the other:*

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized *Special Power of Attorney*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *Select one, delete the rest:*

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the

public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

	Bidder's	Representative/Authorized
Signatory		

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

	NAME OF NOTARY PUBLIC _____
	Serial No. of Commission _____
	Notary Public for _____ until _____
	Roll of Attorneys No. _____
	PTR No. _____ <i>[date issued]</i> , <i>[place issued]</i>
	IBP No. _____ <i>[date issued]</i> , <i>[place issued]</i>

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.**
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.**
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:**
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;**
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and**
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.**

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

***[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant***

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on

Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this _____ day of */month/ /year/*.

NAME OF NOTARY PUBLIC _____

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ */date issued/, /place issued/*

IBP No. _____ */date issued/, /place issued/*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

Kindly supply the required information in the spaces provided.

Name of Bidder _____, Invitation to Bid Number . Page _____ of _____.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Date of Delivery (Please indicate estimated date of delivery)	Amount of Contract	Value of Outstanding Contracts
Government Contracts:								
Private Contracts:								
Total								

[Signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)]

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)

NOTE:

The aforesaid statement should include those contracts awarded but not yet started.

Further, bidders should indicate “None” or “No On-going Government and/or Private Contracts” if they do not have any on-going government and/or private contracts in the corresponding rows and/or column, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid.

STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT

Kindly supply the required information in the spaces provided.

Name of Bidder _____, Invitation to Bid Number . Page _____ of _____.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Amount of Contract adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;	Date of Delivery (Please indicate actual date of delivery)

[Signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)]

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)

NOTE:

Bidders shall submit and attach a copy of the end-user's acceptance or official receipt(s) or sales invoice.

NFCC COMPUTATION

Kindly supply the required information in the spaces provided.

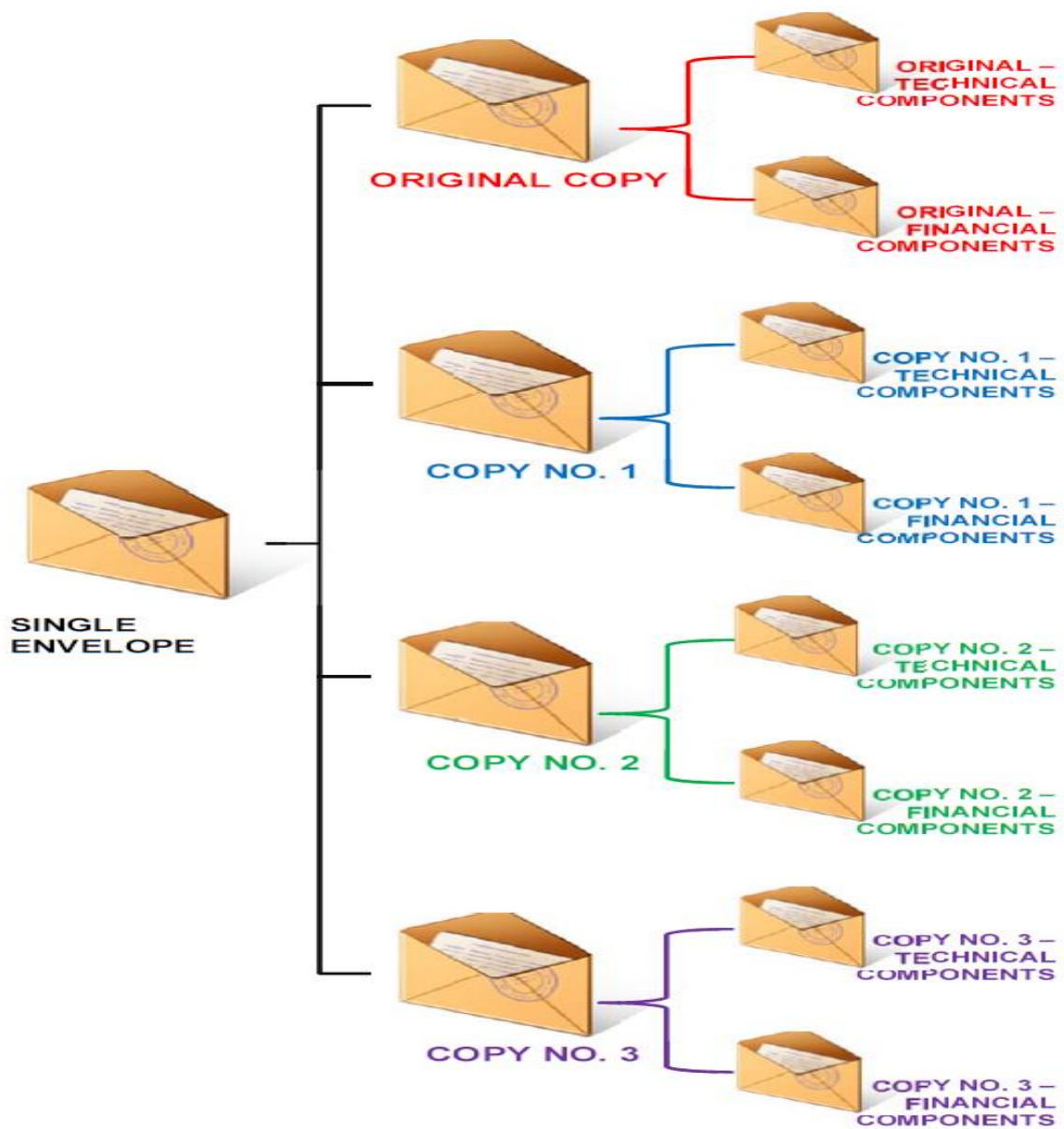
Name of Bidder _____, Invitation to Bid Number . Page _____ of _____.

DETAILS	AMOUNT
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total value of all outstanding contracts, including those awarded but not yet started	
Total NFCC Computation	

[Signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)]

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)

DIAGRAM FOR THE SEALING AND MARKING OF BIDS



NOTE:
All financial offers (unit and total prices) shall be rounded off up to two (2) decimal places.